

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
RICHMOND DIVISION

IN RE:)
) Chapter 11
LEWIS E. WILKERSON, JR.,)
) Case No. 20-34576
)
Debtor.)

THE CARRINGTON COMPANY, LLC)
)
Movant,)
)
v.)
)
LEWIS E. WILKERSON, JR.,)
P.O. Box 270)
Keysville, VA 23947)
)
ALSO SERVE:)
)
ROBERT A. CANFIELD)
Canfield Wells, LLP)
4124 E. Parham Road)
Richmond, VA 23228)
)
Respondent.)

MOTION FOR RELIEF FROM STAY

COMES NOW, The Carrington Company, LLC (“Movant”), by counsel, and respectfully requests that the automatic stay provisions of 11 U.S.C. § 362 be rescinded and for its reasons states as follows:

{2845096-1, 121515-00002-07}
Richard C. Maxwell (VSB No. 23554)
Justin E. Simmons (VSB No. 77319)
WOODS ROGERS PLC
P.O. Box 14125
Roanoke, VA 24038-4125
Telephone: 540-983-7600
Facsimile: 540-983-7711
rmaxwell@woodsrogers.com
jsimmons@woodsrogers.com
Counsel for Movant

1. The United States Bankruptcy Court for the Eastern District of Virginia has jurisdiction over this Motion for Relief from Stay pursuant to 11 U.S.C. § 362, 28 U.S.C. § 1334, 28 U.S.C. § 157(a), and Rules of Bankruptcy Procedure 4001 and 9014.

2. On April 1, 2011, Lewis E. Wilkerson, Jr. (“Debtor”) entered into a Promissory Note to memorialize a loan from Movant to Debtor in the amount of One Hundred Eighty Thousand Dollars (\$180,000.00) (the “Note”), payment of which was secured by a Purchase Money Deed of Trust from Debtor (as Grantor) to Movant (as Grantee) dated April 1, 2011 (the “Deed of Trust”), on real property located at 2075 New Bethel Road, Meherrin, VA 2394 (the “Real Property”) and more particularly described as follows:

All that certain tract, piece or parcel of land, with buildings and improvements thereon, containing 58.07 acres, situate, lying and being in Hampden Magisterial District, Prince Edward County, Virginia and known and designated as Lot No. 3 as shown on that certain plat entitled “Bush River Estates,” made by John R. Nunnally, Jr., C.L.S., dated October 23, 1975, and recorded in the Clerk’s Office of the Circuit Court of Prince Edward County, Virginia, in Plat Book 3, at page 123.

(The Note is attached as **Exhibit A**, and the Deed of Trust is attached as **Exhibit B**.)

3. The Debtor filed a petition pursuant to Chapter 11, Title 11 of the United States Code on November 18, 2020.

4. The principal balance due on the Note as of the date of this Motion is \$180,000.

5. The value of the Real Property listed on the Debtor’s Schedules is \$141,500. (Dkt. No. 29, at 23.)

6. The Debtor has not made any payments to the Movant since this bankruptcy case was filed.

7. The Debtor does not have any equity in the Real Property.

8. The Real Property is not necessary for an effective reorganization of the Debtor.

9. Failure to lift the stay and allow Movant to enforce the Deed of Trust and take possession of the Real Property will result in irreparable harm, loss, and damage to Movant.

10. Cause exists pursuant to Bankruptcy Code section 362(d)(1) and (2) to terminate the automatic stay.

WHEREFORE, Movant respectfully requests that the automatic stay in effect pursuant to 11 U.S.C. § 362 be terminated as to it, in order that it may protect its interests and for such other and further relief as is just.

Respectfully submitted,

THE CARRINGTON COMPANY, LLC

By: /s/ Richard C. Maxwell
Of Counsel

Richard C. Maxwell, Esq. (VSB No. 23554)
Justin E. Simmons, Esq. (VSB No. 77319)
Woods Rogers PLC
P.O. Box 14125
Roanoke, VA 24038-4125
Telephone: 540-983-7600
Facsimile: 540-983-7711
rmaxwell@woodsrogers.com
jsimmons@woodsrogers.com
Counsel for Movant

CERTIFICATE OF SERVICE

I hereby certify that on this 9th day of June, 2021 the foregoing was filed electronically with the U.S. Bankruptcy Court, was served electronically on those parties who are CM/ECF participants, and was served by U.S. Postal Service on those parties who are non-CM/ECF participants. The foregoing was served on:

Lewis E. Wilkerson, Jr.
P.O. Box 270
Keysville, VA 23947
Debtor

Robert A. Canfield
Canfield Wells, LLP
4124 E. Parham Road
Henrico, VA 23228
Counsel for Debtor

20 Largest Unsecured Creditors included on the list filed pursuant to Bankruptcy Rule of Civil Procedure 1007(d)

/s/Richard C. Maxwell

SERVICE LIST

20 LARGEST CREDITORS

Apple Advance Corp
550 Fairway Dr., Ste 103B
Deerfield Beach, FL 33441

Bank of the West
PO Box 2078
Omaha, NE 68103-2078

Caterpillar Financial SvcsCorp
PO Box 730669
Dallas, TX 75373

Daimler Truck Financial
13650 Heritage Parkway
Fort Worth, TX 76177

David J. & Pat Smith
56 Wexford Club Drive
Hilton Head Island, SC 29928

De Lage Landen Financial Svcs
PO Box 41602
Philadelphia, PA 19101

FNB Equipment
1853 Highway 315
Pittston, PA 18640

Home Loan Investment
Bank 1 Home Loan Plaza
Warwick, RI 02886

Paccar Financial
240 Gibraltar Rd, Ste 200
Horsham, PA 19044-2361

Robert E. Dixon
c/o FlorenceGordanBrown, P.C.
901 East Cary Street
Suite 1900
Richmond, VA 23219

Sonabank
P.O. Box 2075
Ashland, VA 23005

Sonabank Commercial Banking
PO Box 2075
Ashland, VA 23005

Spartan Capital Funding, LLC
104 E. 25th St, 10th Floor
New York, NY 10010

The Bank of Charlotte County
PO Box 336
Phenix, VA 23959

Timbervest Partners ID VA
c/o Thompson McMullan, P.C.
100 Shockoe Slip. Third Floor
Richmond, VA 23219

US \$180,000.00

NOTE

Farmville, Virginia
April 1, 2011

FOR VALUE RECEIVED, the undersigned ("Borrower", whether one or more), promises to pay to the order of **THE CARRINGTON COMPANY, LLC**, a Virginia limited liability company ("Noteholder"), the principal sum of **ONE HUNDRED EIGHTY THOUSAND AND 00/100 DOLLARS (\$180,000.00)**, with interest at the rate of Ten (10.0%) Per Cent per annum. Principal and interest shall be payable at 203 Archway Court, Lynchburg, Virginia 24502, or such other place as the Noteholder may designate, in consecutive monthly installments of \$1,579.64 beginning May 1, 2011 with the final payment of all unpaid principal and accrued interest due on April 1, 2014.

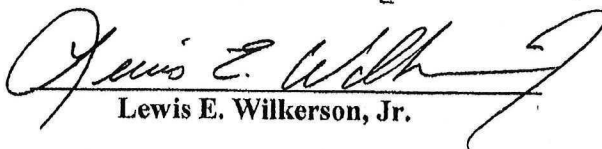
In the event that a monthly payment is more than 10 days late, the borrower shall pay a late fee of 5% of the payment. If there is a default under the note or a breach in the terms of the deed of trust, and the Noteholder places this Note with an attorney for purposes of collection, the Noteholder shall be entitled to collect all reasonable costs and expenses of collection, including, but not limited to, reasonable attorneys' fees.

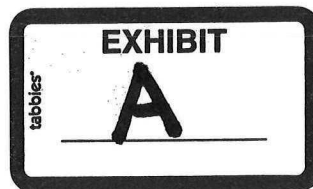
Right of anticipation is reserved to the borrower. Presentment, notice of dishonor, and protest are hereby waived by all makers, sureties, guarantors, and endorsers hereof and, to the extent authorized by law, any and all homestead and other exemption rights which otherwise would apply to the debt evidenced by this Note. This Note shall be the joint and several obligation of all makers, sureties, guarantors, and endorsers, and shall be binding upon them and their successors and assigns.

Any notice to Borrower provided for in this Note shall be given by mailing such notice by certified mail addressed to Borrower at PO Box 270, Keysville, Virginia 23947, or such other address as Borrower may designate by notice to the Noteholder. Any notice to the Noteholder shall be given by mailing such notice by certified Mail, Return Receipt Requested to the Noteholder at 203 Archway Court, Lynchburg, Virginia 24502.

The undersigned hereby acknowledges that the indebtedness evidenced by this Note is for business purposes, in an amount in excess of \$5,000.00, as described in Section 6.1-330.75(a) of the Code of Virginia, 1950, as amended. The indebtedness evidenced by this Note is secured by a Deed of Trust, covering property located in the County of Prince Edward, Virginia.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned Borrower.


Lewis E. Wilkerson, Jr.



*This document was prepared by:
Sherwood S. Day, Esq.*

*Return to: Hawken L. Horton PC
PO Box 605, Farmville, VA 23901*

Tax ID# 112-5-3

THIS PURCHASE MONEY DEED OF TRUST, made this 1st day of April, 2011, by and between **LEWIS E. WILKERSON, JR., GRANTOR**, party of the first part; **SHERWOOD S. DAY, Esq.**, 2107 Graves Mill Road, Forest, Virginia 24551, **TRUSTEE**, party of the second part; and **THE CARRINGTON COMPANY, LLC, BENEFICIARY**, party of the third part;

WITNESSETH:

THAT FOR AND IN CONSIDERATION of the trust hereinafter set out, the party of the first part do hereby grant and convey with **General Warranty and English Covenants of Title** unto the party of the second part the following described real estate, to-wit:

See attached Schedule "A"

IN TRUST, to secure the payment of a negotiable note of even date herewith, in the principal amount of **ONE HUNDRED EIGHTY THOUSAND DOLLARS (\$180,000.00)** with interest made by the Grantor and payable to the order of the Beneficiary at 203 Archway Court, Lynchburg, Virginia 24502, or at such other place as holder may designate in writing, said principal and interest being payable as provided in said note.

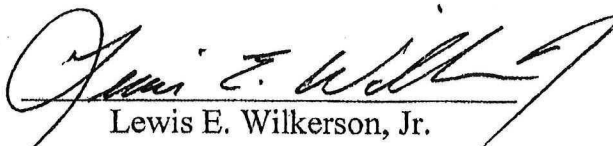
This conveyance is made under the provisions of Virginia code Sec 55-60, and shall be construed to impose and confer upon the parties hereto and the beneficiary hereunder all the duties, rights and obligations prescribed in said Virginia Code Sec. 55-59 and Sec. 55-60, and in short form as said sections provide.



1. Exemptions Waived
2. Renewals or Extensions Permitted
3. Right of Anticipation Reserved
4. Insurance Required
5. Advertisement Required – Two (2) times in any newspaper published in the County of Prince Edward, Virginia.
6. Subject to All upon Default
7. Substitution of Trustee for Any Reason.

NOTICE: THE DEBT SECURED HEREBY IS SUBJECT TO CALL IN FULL OR THE TERMS THEREOF BEING MODIFIED IN THE EVENT OF THE SALE OR THE CONVEYANCE OF THE PROPERTY.

WITNESS the following signature and seal:


Lewis E. Wilkerson, Jr.

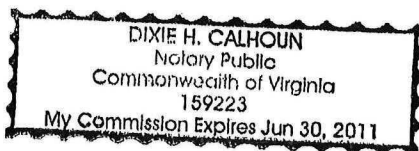
COMMONWEALTH OF VIRGINIA,

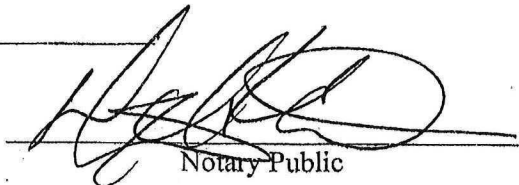
~~CITY/COUNTY OF~~ PRINCE EDWARD, To-Wit:

The foregoing instrument was acknowledged before me this 1st day of April, 2011 by Lewis E. Wilkerson, Jr.

My commission expires: _____.

My registration # is _____.




Notary Public

Schedule "A"

All that certain tract, piece or parcel of land, with the buildings and improvements thereon, containing 58.07 acres, situate, lying and being in Hampden Magisterial District, Prince Edward County, Virginia and known and designated as Lot No. 3 as shown on that certain Plat entitled "Bush River Estates", made by John R. Nunnally, Jr., C.L.S., dated October 23, 1975, and recorded in the Clerk's Office of the Circuit Court of Prince Edward County, Virginia, in Plat Book 3, at page 123. Reference to said plat is hereby expressly given for a more accurate and complete description of said property.

INSTRUMENT #201100569
RECORDED IN THE CLERK'S OFFICE OF
PRINCE EDWARD COUNTY ON
APRIL 1, 2011 AT 12:46PM

MACHELLE J. EPPES, CLERK
RECORDED BY: JNG

Grantor's Tax: \$
Examined and Mailed/Delivered To:
Date: 4-1-11
HARLAN HORTON, PC